

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF  
AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA  
CONCERNING THE PROGRAM FOR THE SUPPRESSION OF ILLICIT  
AERIAL TRAFFIC IN NARCOTIC DRUGS AND PSYCHOTROPIC  
SUBSTANCES  
(AIR BRIDGE DENIAL)

The Government of the United States of America (hereinafter, the "USG") and the Government of the Republic of Colombia (hereinafter, the "GOC") (collectively, the "Parties"), concerned about the continuing traffic in illicit drugs into, within, and through Colombia;

Recalling that under the 1962 General Agreement for Economic, Technical and Related Assistance between the Government of the United States of America and the Government of Colombia (hereinafter, the "1962 Agreement"), the USG has agreed to support the GOC by providing certain economic, technical, and related assistance;

Recalling that the 1988 United Nations Convention "Against Illicit Traffic in Narcotic Drugs and Psychotropic Substances" (hereinafter, the "1988 Convention") requires the Parties to consider entering into bilateral agreements to carry out, or to enhance the effectiveness of, its provisions;

Recognizing that the illegal trafficking in drugs and psychotropic substances has had major negative impacts on Colombian efforts to achieve economic and social progress, under the democratic rule of law;

Desiring to reinforce the bilateral program for the control of narcotic drugs and psychotropic substances as set forth in the 2000 Annex to the 1962 General Agreement for Economic, Technical and Related Assistance between the Government of the United States of America and the Government of Colombia (hereinafter, the "2000 Annex");

Have agreed as follows:

Article I  
General

The Parties jointly agree to support a bilateral project designed to strengthen the capability of the GOC to eliminate illicit aerial trafficking in narcotic drugs and psychotropic substances in the airspace of the Republic of Colombia.

The program described herein is designated as the Program for the Suppression of Illicit Aerial Traffic in Narcotic Drugs and Psychotropic Substances ("Air Bridge Denial") (hereinafter, the "ABD Program"). Subject to the availability of appropriated funds, the USG funding for the ABD Program is expected to total \$50 million over four years, which amount may be used to provide aircraft, aerial tracking equipment, training, spare parts, communications equipment, support equipment, fuel and petroleum products, maintenance technician services, and advisory assistance by USG ABD Program representatives.

Amendments to this Agreement may be made jointly by the Parties. All amendments to this Agreement shall be in writing. The amendments shall enter into effect immediately upon signing by both Parties.

With regard to amendments to Annex A (including the Appendix to Annex A) or Annex B, each Party shall, before agreeing to any amendment to Annex A or Annex B, determine whether that amendment requires review or action under its domestic law. If an amendment to Annex A or Annex B requires such review or action under either country's domestic law, the ABD Program shall be suspended until such time as that review or action is completed, unless the Parties agree to continue the ABD Program using the prior procedure until such time as the review or action is completed.

The U.S. Department of Defense, through the Joint Interagency Task Force South ("JIATF-S"), will exercise tactical control of U.S. aerial assets that participate in the ABD Program. Day-to-day administration of the provisions of this Agreement will be by the Narcotics Affairs Section ("NAS") of the U.S. Embassy in Colombia, and by the Colombian Ministry of Defense (Air Force) and other GOC institutions that may benefit from support provided under this Agreement. The Colombian Air Force ("FAC", its initials in Spanish) will be responsible for operations undertaken within the ABD Program, and will coordinate with the other Colombian institutions involved in the ABD Program.

The Annexes to this Agreement shall be deemed an integral part of this Agreement, and the rights and obligations contained in this Agreement shall extend to the Annexes.

## Article II Program Description

Under the ABD Program's concept of operations, non-commercial aircraft flying in Special Zones of Air Control (as defined herein) could be subject to special surveillance by ground and aerial detection assets to determine whether the aircraft is reasonably suspected to be primarily engaged in illicit drug trafficking, as defined below. The Appendix to Annex A of this document contains factors to be considered in determining whether an aircraft is suspected of being primarily engaged in illicit drug trafficking. Safety procedures to be used in this ABD Program are contained in Annex A of this Agreement and shall be used by both governments' personnel and representatives in implementing the ABD Program. As used in this Agreement and Annex A, "interception" means the act by a tracker or interceptor aircraft of approaching and remaining near an aircraft, with the goal of identifying that aircraft and, if necessary, directing it back to its planned route, ~~escorting it out of restricted or prohibited airspace or the Special Zones of Air Control~~, or instructing it to land.

An "ABD event" is the application of the operational and safety procedures described herein to a particular civil aircraft.

An aircraft "primarily engaged in illicit drug trafficking" means an aircraft in flight, or otherwise in service (as defined in the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal September 23, 1971), where the primary purpose of the flight or operation of the aircraft is:

(i) the illicit transport of narcotic drugs or psychotropic substances (as defined in the 1988 Convention), or the travel of the aircraft to the place where it illicitly receives narcotic drugs or psychotropic substances or the return of the aircraft after illicitly moving narcotic drugs or psychotropic substances, or

(ii) the transport of proceeds that directly result from an illicit transaction in such narcotic drugs or psychotropic substances (or the travel of the aircraft to the place where it delivers or receives the proceeds).

If any participant in the ABD Program has reason to believe that innocent persons are on board an aircraft, that aircraft shall not be considered to have a *primary purpose of illicit drug trafficking*.

In principle, the pilot, crew, and passengers of all aircraft subject to action under the ABD program are presumed not to be engaged in illicit drug trafficking. The highest priority for the ABD Program is to have the intercepted aircraft land safely at the nearest landing strip, where law enforcement personnel may take control of the aircraft. As detailed in Annex A, the use of deadly force will be undertaken only as a last resort.

To accomplish this ABD Program, the USG and the GOC shall take actions and commit resources as authorized by their respective laws and procedures.

Continued USG support for the ABD Program is conditioned upon consistent, strict adherence to the safety procedures in Annex A of this Agreement, including the International Civil Aviation Organization ("ICAO") radio and visual communication procedures for interception contained in Annex 2 to the Convention on International Civil Aviation, done at Chicago on December 7, 1944; U.S. Congressional authorization and appropriations of funds; and completion of all requirements under relevant U.S. laws and procedures.

The operation of tracker or detection and monitoring aircraft used in the ABD Program will be subject to the rules, regulations, and procedures in force in Colombia, unless other procedures have been agreed upon regarding these matters.

### Article III Responsibilities of the Government of Colombia

A. The GOC agrees to assign dedicated personnel sufficient to meet operational requirements. The GOC is responsible for all related costs for such personnel, including but not limited to salaries, benefits, and travel within Colombia, ~~except as otherwise provided for in this Agreement or agreed to by~~ the Parties. Subject to budgetary availability, the GOC will ensure effective day-to-day operation of the ABD Program by providing adequate funding for normal administrative and related expenses, such as rents and utilities. GOC personnel may be trained through financing provided by the USG, by personnel of the USG or by GOC personnel certified by the USG as instructors.

B. The GOC shall:

(1) *Ensure compliance with the procedures in Annex A of this Agreement;*

(2) Designate Special Zones of Air Control ("ZECA, its initials in Spanish"). ZECAs are sections of Colombian national airspace delineated by the FAC, in coordination with the Special Administrative Unit of the Civil Aeronautics Agency of the GOC. The ZECAs will be clearly defined and their existence clearly and widely disseminated prior to the commencement of activities under the ABD Program. The ZECAs will only cover areas that are reasonably suspected to be drug trafficking routes and may not be designated over areas that are heavily populated. A map of Colombia illustrating the ZECAs is attached hereto as Annex B. All of the airspace within the areas labeled "N," "E," and "W" (the geographic coordinates of which are set forth in the coordinates chart in Annex B) will become activated for use under the ABD Program upon entry into force of this Agreement except for the area delineated by the following coordinates: N 05 08' 28" W 76 13' 31"; N 05 08' 28" W 75 42' 38"; N 02 34' 51" W 76 17' 40"; N 02 34' 51" W 74 56' 40"; N 01 28' 28" W 75 29' 17"; N 00 25' 16" W 76 14' 50"; N 04 03' 00" W 77 40' 30" (i.e., the southern part of the W zone), which will be activated for use under the ABD Program if further consultations result in such an agreement between the Parties. The Parties agree to further review information on air trafficking patterns in the non-activated section of the W zone and to set up a working group immediately upon signature of this Agreement to exchange such information in order to determine whether to recommend the activation of this area;

(3) On an annual basis, or as changes occur, widely promulgate, throughout the civil aviation community via NOTAMs and other appropriate means, notice of the existence and location of the ZECAs and the procedures that the FAC will use to order intercepted aircraft to land, including the consequences of non-compliance;

(4) Ensure that the GOC pilots and the Mission Commander Officer have adequate English and Spanish skills, including functional comprehension of common-use and specialized aviation terminology, and are familiar with agreed-upon communication protocols for the operational implementation of this ABD Program;

(5) Carry out through the Ministry of Defense the follow-up and supervision for the adequate daily implementation and management of the ABD Program;

(6) Permit a USG representative to be present on board any aircraft provided under this agreement to observe aircraft operations;

(7) Publish the pertinent documents and information so that the owners and pilots of civil aircraft know the following requirements when operating civil aircraft in Colombia. Each civil aircraft is required to:

(a) file a flight plan before taking off (or if filing before takeoff is not possible, as soon as possible after taking off);

(b) contact the nearest air traffic service as soon as possible after takeoff;

(c) continuously monitor the proper air traffic service radio frequency and, where necessary, establish two-way communications with the air traffic service. In cases where it is impossible to make contact with the proper air traffic service, maintain an open channel on ICAO emergency frequencies;

(d) be familiar with aerial intercept and radio and visual communication procedures promulgated by ICAO in Annex 2 to the Chicago Convention;

(e) keep activated the transponder equipment with the code assigned by the Special Administrative Unit of the Civil Aeronautics;

(f) obtain permission before flying over FAC restricted areas; and

(g) refrain from staying over night at non-controlled air fields in which the FAC has prohibited over night stays;

(8) furnish all necessary documents and information to the USG to enable the USG to make semi-annual reviews and yearly certifications relating to the operation and safety of the ABD Program;

(9) provide, insofar as possible and according to availability, appropriate aircraft to carry out the ABD Program; and

(10) in the event that the ABD Program is terminated under the provisions of this Agreement, immediately de-register and return possession of the three (3) Cessna Citation aircraft and associated equipment back to the USG, and facilitate the return of the aircraft to the United States in a manner mutually agreed to by the Parties, but in no event later than 60 days after the planes are de-registered.

C. The GOC agrees not to use USG assistance to execute Phases II or III (as described in Annex A) against an aircraft in service outside the ZECAs, except as provided in Annex A, Section I.E., or in cases where there is a reasonable belief that the aircraft poses a threat of serious physical harm to personnel of the GOC or others. USG assistance includes, but is not limited to, intelligence, information, logistic support, equipment, and training.

In accordance with Article 2 of the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, done at Montreal, September 23, 1971, to which both the United States and Colombia are parties:

(a) an aircraft is considered to be in flight at any time from the moment when all its external doors are closed following embarkation until the moment when any such door is opened for disembarkation; in the case of a forced landing, the flight shall be deemed to continue until the competent authorities take over responsibility for the aircraft and for persons and property on board.

(b) an aircraft is considered to be in service from the beginning of preflight preparation of the aircraft by ground personnel or by the crew for a specific flight until twenty-four hours after any landing; the period of service shall, in any event, extend for the entire period during which the aircraft is in flight as defined in paragraph (a) above.

D. The GOC will not use any assistance provided to the GOC under the ABD Program (including, but not limited to, training, intelligence or related information, aircraft, and maintenance of aircraft) to fire warning shots at or damage, render inoperative, or destroy any aircraft in service unless the agreed-upon ABD Program procedures are followed.

E. All GOC agencies involved in implementing the ABD Program agree to minimize operational costs directly borne by the USG. In particular, any aircraft provided by the USG under this Agreement will remain within the mutually established hourly flight limits, unless a case-by-case exception is requested and approved in advance through consultations between the Parties. The Parties will review the number of hours on a monthly basis to determine if yearly expenditure targets are being met.

#### Article IV

##### Responsibilities of the Government of the United States

A. Subject to the availability of appropriated funds and other necessary resources, the USG will loan three (3) Cessna Citation C-560 aircraft to the GOC on a no-cost basis. These aircraft will be registered in Colombia for use in the ABD Program and will be used in a manner that strictly complies with this Agreement, including the procedures in Annex A of this Agreement. The USG shall be responsible for, and bear all costs associated with, the maintenance and operation of the referenced Cessna Citation aircraft. The USG will provide the logistic support required for the operation of the aircraft in the air units made available by the Colombian Air Force, subject to the availability of appropriated funds.

B. Subject to the availability of appropriated funds, for four years following the entry into force of this Agreement, the USG intends to provide training, operations, and equipment maintenance support to the Colombian Air Force to support the ABD Program. The USG may consider providing additional equipment for the ABD Program, subject to U.S. law. All USG-funded training will be in accordance with current U.S. Department of State Bureau of International Narcotics and Law Enforcement ("INL") Airbridge Denial operations and aircrew training syllabi, by INL-approved instructors. Training may be formal, informal, on-the-job training, or a mixture of all types. All training will be focused on developing an aviation infrastructure capable of continuing Colombian operations after the termination of U.S. training and funding support.

C. Subject to the availability of appropriated funds, and in consultation with and with the approval of the GOC, the USG may construct or upgrade facilities in key locations as necessary to support the ABD Program. Approval of specific construction projects may require notification to the U.S. Congress.

D. The USG shall ensure that semi-annual reviews with a yearly certification of the ABD Program are conducted, in accordance with 22 U.S.C. section 2291-4 (as amended).

E. The USG shall ensure that the USG Ground and Air Safety Monitors and the Host Nation Rider Assistant are fluent in Spanish, and are familiar with agreed-

upon communication protocols for the operational implementation of this ABD Program.

F. The USG acknowledges that, in the event that the USG suspends USG-provided support, the GOC may suspend future USG access to Colombian information and support provided under this Agreement.

#### Article V General Provisions

A. Disbursement of USG funds for procurement of goods and services shall be subject to the availability of appropriated funds for that purpose and shall be made as charges against sub-obligating documents prepared and issued by the USG.

B. Funds obligated by the USG that have not been sub-obligated within twelve months following the close of the fiscal year in which this Agreement has entered into force may be de-obligated by the USG. The United States Department of State may extend the sub-obligation period upon a request to such effect.

C. The GOC shall take all such necessary steps to ensure that funding or other type of support provided under the terms of this Agreement is used solely in furtherance of this Agreement.

D. Title to the three Cessna Citation aircraft, as well as to special aviation tools, repair parts, and aircraft support equipment shall remain with the USG unless and until this Agreement is amended.

E. Either Party may temporarily suspend ABD Program operations pending a joint review in accordance with Article IX herein. The Parties acknowledge that, under international law, either Party may suspend its assistance to the ABD Program if it believes that the other Party has failed to comply with its responsibilities under this Agreement.

#### Article VI Property and Personnel

The treatment of property and personnel under this Agreement will be in accordance with Section III.C of the 2000 Annex, with the exception that funds resulting from any insurance payment or settlement for damaged USG-furnished equipment must be used to implement drug trafficking control projects in support of this Agreement.

#### Article VII Procurement

Procurements under this Agreement will be made in accordance with section III.G.2 of the 2000 Annex.

Article VIII  
Training of Personnel

Training of personnel under this Agreement will be done in accordance with section III.E of the 2000 Annex.

Article IX  
Evaluation

Evaluation of assets and of the ABD Program under this agreement will be in accordance with Section III.F of the 2000 Annex, with the addition that:

The Parties will jointly monitor and evaluate the implementation of the ABD Program to include, but not be limited to:

- an examination of the adequacy and appropriateness of existing ZECAs;
- an assessment of whether the relevant ABD Program personnel are or remain proficient in English and Spanish in order to implement the terms of this Agreement;
- an assessment to verify that GOC and USG information was used in a manner consistent with the goals and procedures of the ABD Program, in those instances where warning shots were fired or force was used against an aircraft in service, whether pursuant to or outside of the ABD Program.

On an annual basis, the USG and GOC shall issue a joint status and evaluation report as an integral part of this process. The status and evaluation report will include a summary of USG and GOC ABD Program contributions, a record of activities performed, objectives achieved, and related basic data.

Article X  
Aircraft Accidents

The purpose of a Combined Accident Investigation Board is to determine the cause of an accident and recommend corrective actions in the areas of training, operational procedures, maintenance, and equipment with the objective of preventing future accidents. In the event of an accident in Colombia involving any aircraft engaged in operations under this ABD Program, the Parties will ~~consult and decide on the membership of the Combined Accident Investigation Board~~ and the procedures for that Board within 30 days of the accident. All members of a Combined Accident Investigation Board will have access to all relevant damaged material/equipment, information, files, and reports.



Article XI  
Currency Exchange

Currency exchange under this Agreement will be in accordance with Article V of the 1962 Agreement.

Article XII  
Taxes and Duties

Treatment of taxes and duties will be in accordance with Article IV of the 1962 Agreement.

Article XIII  
Status of USG Personnel in Colombia

The status of USG personnel in Colombia will be in accordance with Article III of the 1962 Agreement.

Article XIV  
Human Rights

Human rights issues under this Agreement will be addressed in accordance with the Preamble of the 2000 Annex, and the Parties shall act consistent with that text.

Article XV  
Entry into Force and Termination

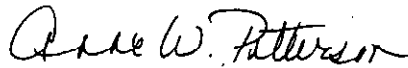
A. This Agreement shall enter into force upon signature. ABD events under this Agreement may not commence until the USG notifies the GOC in writing that the USG's internal requirements have been met. Either Party may terminate this Agreement by giving the other Party 90 days prior written notice of intent, except that the USG may terminate this Agreement without such notice if a Presidential Determination required by U.S. law is no longer in effect for this Program. Termination of this Agreement shall cancel any obligations of the Parties to make contributions pursuant to this Agreement, except for payments of commitments entered into with third parties prior to the notice of cancellation of the Agreement.

B. The USG reserves the right to terminate any or all assistance provided under this Agreement or to take other appropriate measures if an agency of the GOC to or through which assistance is being provided under this Agreement or a key individual of such agency or any recipient of scholarships, fellowships, or training financed under this Agreement is found to have been convicted of a narcotics offense or to be or have been engaged in drug trafficking.

C. It is expressly understood that the obligations under Article VI of this Agreement, relating to the use of property, shall remain in force after termination of the Agreement.

Done this 28<sup>th</sup> day of April, 2003, at Bogotá, in duplicate in the English and Spanish languages, each text being equally authentic.

For the Government of the  
United States of America:



Anne W. Patterson  
Ambassador

For the Government of  
the Republic of Colombia:



Marta Lucía Ramírez de Rincón  
Minister of National Defense

## Annex A

### Air Safety Procedures

The Parties agree to comply with the following procedures in connection with the ABD Program. These procedures are designed to protect against innocent loss of life in the air and on the ground in connection with the ABD Program and to meet the domestic legal requirements of each Party.

#### I. General

A. Under the ABD Program, aircraft may be damaged, rendered inoperative, or destroyed under the ABD Program only if reasonably suspected of being primarily engaged in illicit drug trafficking, as determined using the factors set forth in the Appendix to this Annex, as well as other relevant information gathered before and during the detection, sorting, identification, monitoring, and interception phases of each ABD event, and if they fail to comply with instructions from the Colombian Air Force ("FAC").

B. At a minimum, the USG will provide the following participants for the ABD Program: a JIATF-S Tactical Commander; a JIATF-S Command Duty Officer; a Ground Safety Monitor; Air Safety Monitors; and a Host Nation Rider Assistant. Both Monitors and the Host Nation Rider Assistant shall be fluent in Spanish. The JIATF-S Tactical Commander exercises command and control of USG ABD assets through JIATF-S's Joint Operations Center ("JOC"). The JIATF-S Command Duty Officer is the Tactical Commander's senior watch officer at the JOC. The Ground Safety Monitor is the USG's representative at the Colombian Air Force Command and Control Center ("CCOFA", its initials in Spanish) during ABD operations. The Air Safety Monitor is the USG's representative on GOC tracking aircraft and may observe decisions made by GOC personnel, communicate with the Ground Safety Monitor and the JIATF-S Command Duty Officer, and report to them whether the agreed-upon procedures are being followed. The Host Nation Rider Assistant is a USG representative who assists the Host Nation Rider. The Counter Drug Operation and Coordination Center, which is located in the CCOFA, will assist in coordination, information exchange, and analysis between JIATF-S and CCOFA.

At a minimum, the GOC will provide the following participants for the ABD Program: the Commander of the Colombian Air Force ("COFAC", its initials in Spanish); the Battle Commander Officer ("OCB", its initials in Spanish); the Mission Director Officer ("ODM", its initials in Spanish); a FAC Liaison Officer assigned to JIATF-S; and a Host Nation Rider. The COFAC oversees the ABD Program and approves the progression through the ABD phases discussed herein. The OCB transmits the COFAC's orders to the ODM. The ODM ~~transmits orders from the OCB to the tracker and interceptor aircraft and~~ supervises compliance by GOC tracker and interceptor aircraft with the procedures and orders detailed herein. The FAC Liaison Officer assigned to JIATF-S coordinates planning, information exchange, and analysis between JIATF-S and the CCOFA. The Host Nation Rider makes identification of tracks of interest, if possible, and helps coordinate GOC actions in furtherance of the ABD Program.

The Host Nation Rider shall have access to equipment necessary for the purposes of coordinating operations with the CCOFA and, in certain instances, directing such operations.

C. Subject to the specific exceptions contained in this Agreement, the GOC is solely responsible for all operational actions relating to each ABD event. The OCB will inform the Ground Safety Monitor of the COFAC's intentions to proceed to the next phase of an ABD event prior to proceeding to the next phase.

Any of the USG ABD participants (including those listed in paragraph B of this section) may notify the GOC of any USG objection to an operational decision made by the GOC, but shall have no authority to take, recommend, or order any particular GOC action under the ABD Program, except as specified in this Agreement. In addition, if at any point during an ABD event any of the USG ABD participants (including those listed in paragraph B of this section) objects, the USG immediately will cease to provide assistance to that ABD event, except to the extent that the cessation of USG assistance would create safety-of-flight issues. USG assistance to the ABD event may resume if objections are resolved.

D. If the ABD Program is suspended, the GOC may not use the three Citation aircraft for any purpose, except as otherwise agreed by the Parties.

E. Phase I of the ABD Program, as described herein, may be implemented everywhere in Colombian airspace. Phase II may only be initiated within a ZECA. The GOC will make all reasonable efforts to ensure that Phase III, if reached, also only be initiated within a ZECA. However, although not desirable, it is possible that Phase III might occur outside a ZECA, prompted by an identification of a suspect aircraft within a ZECA, because of the time involved in completing the procedures.

F. Under the ABD Program the GOC will not enter into Phase II or Phase III (as described herein) when:

(1) an aircraft is reasonably identifiable as a state or commercial aircraft;

(2) it knows or should know that an aircraft is operating in accordance with a flight plan filed with air traffic authorities of Colombia, or of the country in which the flight originated, that does not contain false information and has not, without justification, significantly departed from the flight plan;

(3) the pilot of an aircraft appears to be incapacitated; or

(4) an aircraft appears to have been subject to unlawful interference or its pilot appears to be under duress (except if the aircraft poses an imminent threat to persons outside of the aircraft). This provision does not apply if there exists enough reason to conclude that the report of unlawful interference is being used as a trick in order to avoid the use of force by the FAC.

If any USG or GOC participant in an ABD event has reason to believe that one or more of these conditions is met, that interception shall be terminated immediately, at the command of GOC participants. However, these procedures

are not intended to preclude the GOC from conducting efforts to identify and monitor these categories of aircraft through radio contact, visual identification, or by other means.

G. If there is a loss of communications among any of the key USG or GOC agencies or personnel during Phases I, II, or III of an ABD event, as described herein, the GOC or USG ABD participants (including those in paragraph B of this section) may require that the ongoing ABD event terminate.

H. The Parties shall take the necessary steps to ensure that each of their nationals or representatives, when participating in the ABD Program, is fully familiar with the contents of this Annex, including its Appendix, and Annex B.

I. Nothing contained in this Annex is intended to preclude or limit the FAC's ability to use force in defense of self or others at any time.

## II. Detection, Sorting, and Identification

When the GOC detects or is informed of an aircraft operating in a ZECA that is a candidate for possible ABD action (a "track of interest"), information on that aircraft shall be gathered (sorted) by the GOC from all reasonably available sources, including radar systems, radio and visual contact with the aircraft, electronic systems (which help verify whether the plane is traveling on a filed flight plan and what type of plane it is), and relevant air traffic control centers, to begin to determine whether the aircraft is reasonably suspected to be primarily engaged in illicit drug trafficking. That determination shall be made by the OCB in the CCOFA, based upon the factors set out in the Appendix, in conjunction with other information provided to GOC and USG participants in the ongoing action.

## III. Monitoring

If the GOC determines or has preliminary reasons to believe that an aircraft is primarily engaged in illicit drug trafficking, that aircraft shall be tracked and monitored. If tracking is intermittent, positive re-identification shall be made with reasonable certainty before the ABD event may continue. If the GOC has been unable to identify the track of interest as a legitimate track, the aircraft shall be considered suspect by the FAC under FAC procedures and may be intercepted.

## IV. Interception (Phase I)

A. The interception phase (Phase I) includes attempts to contact the intercepted aircraft by radio and, if necessary, by visual signals in order to determine the identity of the pilot or intercepted aircraft.

In Phase I the GOC shall attempt to:

(1) determine with greater certainty the identity of the intercepted aircraft. The tracker or interceptor aircraft shall take all reasonable measures, including the use of night vision devices, to identify the intercepted aircraft by visual or

electronic observation of the nationality markings, registration number, and any other license number or identifying features or markings on the intercepted aircraft;

(2) gather any further information regarding the intercepted aircraft that may help determine whether the intercepted aircraft is reasonably suspected to be primarily engaged in illicit drug trafficking (see the Appendix to this Annex);

(3) establish communications with the intercepted aircraft through the use of radio communications or visual signals; and

(4) order the intercepted aircraft to land at the nearest suitable airfield, if factors continue to support a determination that the aircraft is primarily engaged in illicit drug trafficking.

B. The interceptor aircraft shall maneuver relative to the intercepted aircraft in conformance with the interception maneuver procedures promulgated by ICAO in Annex 2 to the Chicago Convention in order to:

(1) avoid endangering the lives of persons on board the intercepted aircraft;

(2) permit the unimpeded and continuous visual observation of the intercepted aircraft; and

(3) allow communications to be established with the intercepted aircraft through the use of radio communications or visual signals.

C. The interceptor aircraft first shall attempt to establish contact with the intercepted aircraft in flight using radio communications procedures promulgated by ICAO in Annex 2 to the Chicago Convention ("ICAO radio communication procedures"), making sure to attempt contact using both emergency frequencies 121.5 MHz and 243 MHz and normal UHF and VHF civil aviation frequencies for the area of operation (hereinafter, "the appropriate frequencies"). Radio communications shall use the English and Spanish languages and, where possible, the language of the country of registry, if known.

Whenever radio contact can be established with the intercepted aircraft, the interceptor aircraft shall interrogate the pilot of the intercepted aircraft to determine its status.

D. If radio contact cannot be established with the intercepted aircraft, the interceptor aircraft shall use the visual signals for interception promulgated by ICAO in Annex 2 to the Chicago Convention ("ICAO visual signals") to attempt to establish communication.

E. If there continues to be a reasonable suspicion that the aircraft in flight is primarily engaged in illicit drug trafficking, the interceptor aircraft shall contact the intercepted aircraft using ICAO radio communications procedures and using the appropriate frequencies or, if radio contact cannot be established, through the use of ICAO visual signals, and order the intercepted aircraft to land at a designated place suitable for a safe landing.

F. An aircraft that is reasonably suspected to be primarily engaged in illicit drug trafficking will be classified as "hostile" by the FAC under FAC procedures if, after being identified and intercepted, it does not comply with the procedures and instructions given by the FAC interceptor during Phase I.

#### V. Use of Warning Shots (Phase II)

Phase II consists of the firing of warning shots, using ammunition containing tracer rounds, in order to demonstrate to the pilot of the intercepted aircraft that he must comply with the interceptor's order. If all of the procedures required under this Agreement have been followed, if the information gathered continues to indicate that an aircraft is suspect, and if the aircraft fails to respond to the interceptor's order to land, the GOC may, in accordance with the following, move to Phase II.

A. In Phase II, the Colombian interceptor aircraft shall not fire warning shots until he requests and receives authorization. All such requests must be reviewed by the COFAC. The COFAC may approve such request after verifying that all procedures required under this Agreement have been followed. The OCB will inform the Ground Safety Monitor of the recommendation he intends to make to the COFAC.

B. In advance of firing warning shots, the interceptor aircraft shall attempt to warn the intercepted aircraft, using ICAO radio communications procedures and using the appropriate frequencies, that warning shots will be used if the intercepted aircraft refuses to comply. Unless the safety of flight prevents it, warning shots will be fired from a position slightly ahead of the wing line and parallel to the course of the intercepted aircraft to ensure that the intercepted aircraft is not in the line of fire. In the event that the safety of flight or technical limitations prevent warning shots from being fired from the position described above, the pilot of the interceptor aircraft shall make every reasonable effort to make the warning shots visible to the pilot of the intercepted aircraft. The aircraft firing the warning shots shall make every reasonable effort to avoid shooting the intercepted aircraft, any other aircraft in the vicinity, or persons or property on the ground.

#### VI. Firing of Weapons at Intercepted Aircraft in the Air (Phase III)

A. The GOC shall not fire weapons at an intercepted aircraft in the air if:

- (1) the aircraft has met one or more of the conditions contained in section I.F. above;
- (2) the tracking of the intercepted aircraft has been intermittent and positive re-identification has not been made with reasonable certainty; or
- (3) the aircraft is operating in proximity to a populated area or the action being taken could reasonably be expected to result in loss of innocent life in the air or on the ground.

B. If, after warning shots are fired under Phase II, the intercepted aircraft does not acknowledge or follow the interceptor's directions, the Colombian interceptor aircraft may only fire weapons at the intercepted aircraft if it requests and receives permission to do so (Phase III). All such requests must be reviewed by the COFAC. The COFAC may approve such request after verifying that all procedures required under this Agreement have been followed. The OCB will inform the Ground Safety Monitor of the recommendation he intends to make to the COFAC.

C. Upon receipt of the COFAC's authorization, the interceptor aircraft shall warn the intercepted aircraft, using ICAO radio communications procedures and using the appropriate frequencies, that it will be fired upon if it refuses to comply. The force used against the intercepted aircraft shall not be in excess of the minimum necessary to disable it, starting with a minimum level of fire in an attempt to persuade the intercepted aircraft to land as directed. The intercepted aircraft shall be given a reasonable opportunity to obey the previously issued orders to land before the interceptor uses additional force. Levels of force may be increased if the intercepted aircraft continues to refuse to follow the interceptor's directions. It is acknowledged that even the minimum level of force could result in loss of life. If the intercepted aircraft has landed or been shot down, the interceptor aircraft or tracker aircraft shall give immediate notice to the CCOFA of the location of the intercepted aircraft. Additionally, the GOC will initiate the actions required in section VII.H.

## VII. Procedures on the Ground

A. When an ABD event has entered Phase I, the FAC shall alert the command and control center of the Colombian National Police ("CNP"), the JOC of the Joint Military Forces Command, and appropriate aviation authorities of those locations at which an intercepted aircraft might be forced to land.

B. If the intercepted aircraft lands at an airfield at which units of the CNP or military forces are present, those units shall attempt to take control of the aircraft for law enforcement purposes.

C. If the intercepted aircraft lands at an airfield at which units of the CNP or military forces are not present, or the GOC otherwise locates an aircraft at such an airfield, units of the CNP or military forces shall make all reasonable attempts to reach the aircraft in a timely manner and take control of it for law enforcement purposes.

D. If units of the CNP or military forces will be unable to arrive at the location of the intercepted or located aircraft within a reasonable period of time (calculated by the on-station loiter time of the tracker aircraft) or in sufficient numbers to control the situation, they shall notify the FAC immediately. Once the FAC is so notified, the COFAC may consider whether to use airborne weapons against the intercepted aircraft.

E. Any use of airborne weapons against the intercepted aircraft on the ground must be expressly authorized by the COFAC. The FAC may use weapons from an aerial FAC platform against intercepted aircraft on the ground only:



(1) in defense of self or others against persons within or associated with the intercepted aircraft;

(2) where an intercepted aircraft has landed in compliance with instructions of the interceptor aircraft after communications, identification, and warning procedures in the air have been completed, but attempts to take off without permission and there is no readily foreseeable risk to innocent bystanders;

(3) if it has landed at a suspected narcotics trafficking airstrip despite orders to land elsewhere, and the GOC has followed communications, identification, and interception procedures as described in section IV above, and the interceptor has fired warning shots as described in paragraph F below; or

(4) if the FAC has located an aircraft on an illegal landing strip, and did not conduct any identification or communications procedures with that aircraft while that aircraft was in the air, but has followed the procedures as described in paragraph F below.

F. In the event that the GOC locates an aircraft on an illegal landing strip, but has not conducted any identification or communications procedures with that aircraft while that aircraft was in the air, the GOC shall perform the following procedures:

(1) The interceptor aircraft first shall make two passes over the aircraft on the landing strip (the "located aircraft"), rocking its wings and flashing its navigational lights. Simultaneously, the interceptor will attempt to establish contact with the located aircraft using ICAO radio communications procedures, making sure to attempt contact using the appropriate frequencies, including the frequency of uncontrolled aerodromes (122.9 MHZ). Radio communications shall use the English and Spanish languages and, where possible, the language of the country of registry, if known. The pilot shall attempt to obtain information from the pilot of the located aircraft, and shall inform the CCOFA of the physical characteristics of the aircraft and its proximity to buildings or populated areas.

(2) If there continues to be a reasonable suspicion that the located aircraft is primarily engaged in illicit drug trafficking and the located aircraft does not respond to the attempts to contact it, the interceptor aircraft shall attempt to warn the located aircraft, using ICAO radio communications procedures and using the appropriate frequencies, that warning shots will be used if the located aircraft refuses to respond.

(3) If the located aircraft continues to fail to respond to the warning, the interceptor may, after obtaining permission from the COFAC, fire warning shots, i.e., shots not aimed directly at the located aircraft, while at the same time informing the aircraft on the emergency frequencies that it is currently firing warning shots and that if its instructions are not followed the located aircraft will be rendered inoperative.

(4) If, after warning shots are fired, the located aircraft does not acknowledge or follow the interceptor's directions, the Colombian interceptor aircraft may only fire weapons at the located aircraft if it requests and receives permission to do so. All such requests must be reviewed by the COFAC. The COFAC may approve such request after verifying that all procedures required under this

Agreement have been followed. The OCB will inform the Ground Safety Monitor of the recommendation he intends to make to the COFAC.

G. With regard to each paragraph above, the force used against an aircraft on the ground, following the procedures set forth in this section VII, shall not be in excess of the minimum necessary to prevent it from taking off.

H. Search and Rescue: To the extent possible, the GOC, with the support of participating USG agencies, will conduct search and rescue operations involving intercepted or located aircraft. Airborne assets, if available, will remain on scene as long as possible, report the location of downed aircraft, render assistance as able, and, if so equipped, record through audio and visual means post-event efforts and actions during their presence.

#### VIII. Review of ABD Events

The USG, represented by JIATF-S, and the GOC, represented by the Chief of Air Operations of the FAC, will jointly review ABD events that proceed to Phase II or Phase III. All other ABD events will be jointly reviewed by the Narcotics Affairs Section, NAS, of the U.S. Embassy in Bogotá and by the FAC. The onboard tapes of all aircraft engaged in ABD events will be the primary basis for these reviews and each Party will provide access to all onboard tapes involving a particular ABD event for purposes of conducting a review of that event. In addition, each Party will receive copies of all onboard tapes of tracker aircraft involving ABD events that proceed to Phase II or Phase III. The USG and GOC shall keep all onboard tapes of ABD events that they possess, in accordance with their laws and regulations, and in any event in accordance with the following schedule:

- For ABD events that proceed to Phase II or Phase III, for at least one year; and
- For ABD events that proceed only to Phase I, for at least 30 days.

For ABD events that proceed to Phase II or Phase III, the USG and GOC each will produce a memorandum summarizing each event, evaluating whether procedures were followed, reviewing any errors or anomalies, and proposing corrective actions, if any, to be taken. Any differences in views shall be addressed in consultations between the Parties.

## Appendix

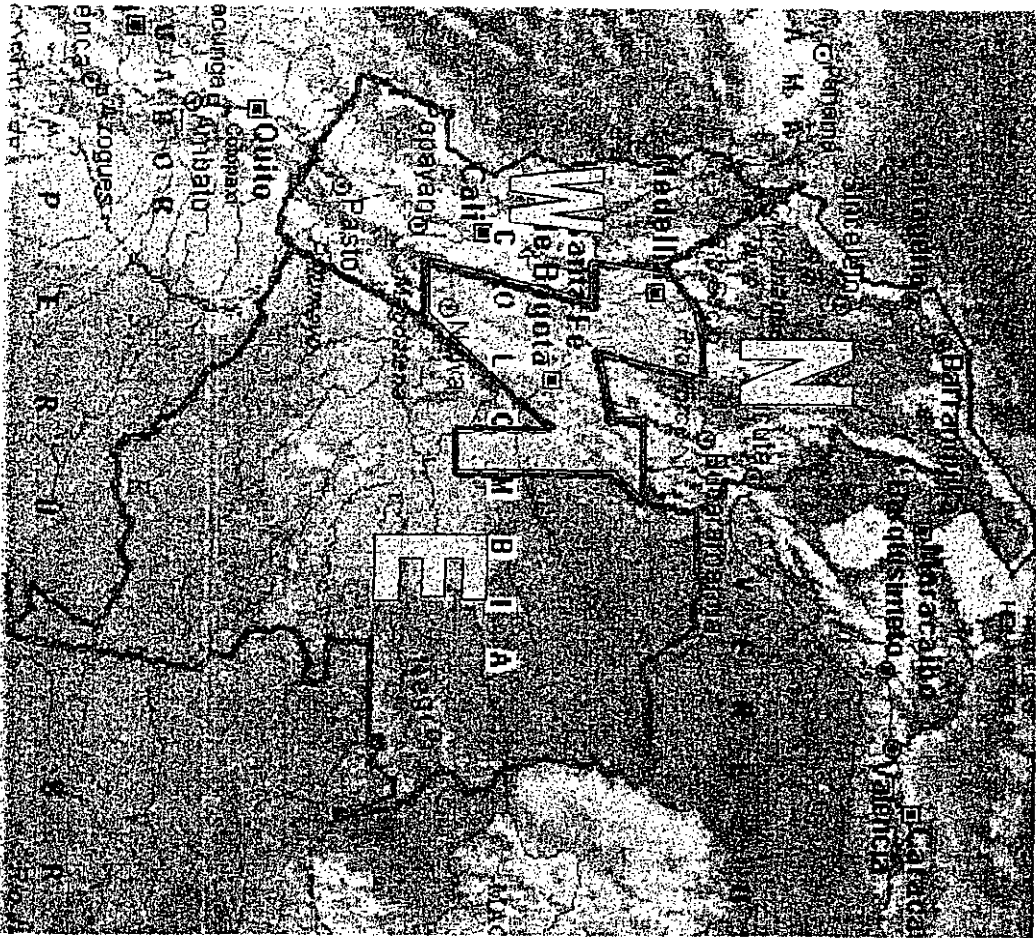
### Criteria for Determining Whether an Aircraft is Reasonably Suspected of Being Primarily Engaged in Illicit Drug Trafficking

The following factors should be considered before and during Phase I in determining whether an aircraft is reasonably suspected of being primarily engaged in illicit drug trafficking:

- Did the aircraft fail to file a required flight plan?
- Is it inexplicably flying outside the route designated in its approved flight plan?
- Is it not using the appropriate transponder code?
- Is it flying at an inexplicably low altitude?
- Is it flying at night with its lights out?
- Does the aircraft have false (or no) tail numbers?
- Are the windows blacked out?
- Does the physical description of the aircraft match the description of an aircraft previously used in illicit drug trafficking?
- Is there signal or human intelligence indicating that the aircraft is engaged in illicit drug trafficking?
- Is the aircraft flying without permission over a FAC restricted area in a ZECA?
- Is the aircraft parked at night at a non-monitored air field in a ZECA (in which over night stays are prohibited) without permission?
- Have all attempts to identify the aircraft failed?
- Has the aircraft failed to respond to all attempts to communicate?
- Has the aircraft ignored the FAC's orders?
- Have any objects been jettisoned from the aircraft?
- Is there any other information suggesting that the aircraft is primarily engaged in illicit drug trafficking?

- Is there any information suggesting that the aircraft is not primarily engaged in illicit drug trafficking?

Annex B



- |                                  |                                  |                                  |
|----------------------------------|----------------------------------|----------------------------------|
| ① N 07° 13' 11"<br>W 77° 53' 12" | ⑨ N 04° 36' 05"<br>W 73° 56' 53" | ⑰ N 05° 08' 28"<br>W 76° 13' 31" |
| ② N 08° 31' 42"<br>W 77° 21' 36" | ⑩ N 03° 18' 47"<br>W 72° 58' 38" | ⑱ N 05° 08' 28"<br>W 75° 42' 38" |
| ③ N 08° 40' 28"<br>W 77° 21' 32" | ⑪ N 03° 18' 47"<br>W 73° 56' 53" | ⑲ N 05° 08' 28"<br>W 75° 11' 15" |
| ④ N 08° 50' 06"<br>W 77° 14' 00" | ⑫ N 05° 27' 50"<br>W 74° 11' 48" | ⑳ N 02° 34' 51"<br>W 76° 17' 40" |
| ⑤ N 12° 06' 04"<br>W 70° 55' 02" | ⑬ N 06° 10' 48"<br>W 74° 03' 54" | ㉑ N 02° 34' 51"<br>W 74° 56' 40" |
| ⑥ N 07° 00' 00"<br>W 72° 00' 12" | ⑭ N 07° 01' 15"<br>W 74° 42' 34" | ㉒ N 01° 28' 28"<br>W 75° 29' 17" |
| ⑦ N 06° 09' 22"<br>W 72° 11' 48" | ⑮ N 07° 01' 15"<br>W 75° 33' 52" | ㉓ N 00° 25' 16"<br>W 76° 14' 50" |
| ⑧ N 05° 40' 48"<br>W 72° 54' 24" | ⑯ N 06° 32' 00"<br>W 76° 13' 31" |                                  |